

SECTION III - ASSIGNEE'S FINANCIAL QUALIFICATIONS

The applicant certifies that sufficient net liquid assets are on hand or are available from committed resources to consummate the transaction and operate the facilities for three months.

☐ Yes ☐ No

SECTION IV - ASSIGNEE'S PROGRAM SERVICE STATEMENT

Attach as an Exhibit a brief description, in narrative form, of the planned programming service relating to the issues of public concern facing the proposed service area.

Exhibit No.

SECTION V - ASSIGNEE'S EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

Does the applicant propose to employ five or more fulltime employees?

☐ Yes ☐ No

If the answer is Yes, the applicant must include an EEO program called for in the separate Model EEO Program Report (FCC Form 396-A).

SECTION VI - CERTIFICATION

Part I - Assignor

1. Has or will the assignor comply with the public notice requirement of 47 C.F.R. Section 73.3580?

☒ Yes ☐ No

2. By checking Yes, the applicant certifies that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, or, in the case of a non-individual applicant (e.g., corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits that includes FCC benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2002(b).

☒ Yes ☐ No

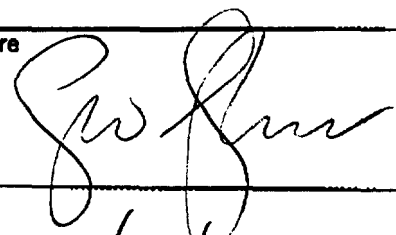
The ASSIGNOR acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNOR represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with 47 C.F.R. Section 1.65, the ASSIGNOR has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

I certify that the ASSIGNOR'S statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Name of Assignor	Signature
Alpine Broadcasting Limited Partnership	
Title	Date
General Partner	2/22/99

SECTION VI - CERTIFICATION (Page 2)

Part II - Assignee

By checking Yes, the applicant certifies that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C., Section 882, or, in the case of a non-individual applicant (e.g., corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits that includes FCC benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2002(b). ☒ Yes ☐ No

The ASSIGNEE hereby waives any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

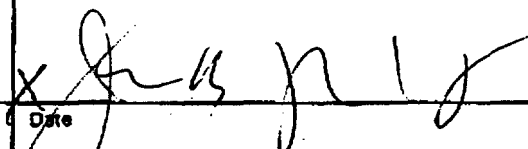
The ASSIGNEE acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all its exhibits are a material part hereof and are incorporated herein.

The ASSIGNEE represents that this application is not filed by it for the purpose of impeding, obstructing or delaying determination on any other application with which it may be in conflict.

In accordance with 47 C.F.R. Section 1.65, the ASSIGNEE has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

I certify that the ASSIGNEE'S statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Name of Assignee BATTANI COMMUNICATION, INC.	Signature 
Title Secy-Treas.	Date 2/23/99

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The Commission will use this information to determine whether grant of this application is in the public interest. In reaching that determination, or for law enforcement purposes, it may become necessary to refer personal information contained in this form to another government agency. In addition, all information provided in this form will be available for public inspection. If information requested on the form is not provided, processing of the application may be delayed or the application may be returned without action pursuant to the Commission's rules. Your response is required to obtain the requested authority.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 93-579, DECEMBER 31, 1974, 5 U.S.C. 552(e)(3) AND THE PAPERWORK REDUCTION ACT, P.L. 98-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

Alpine Broadcasting Limited Partnership

FCC Form 314

Exhibit 1

ASSET PURCHASE AGREEMENT

(attached)

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into as of this 19th day of February, 1999, by and between Alpine Broadcasting Limited Partnership, an Idaho limited partnership ("Seller") and Battani Communication, Inc., a Nevada corporation ("Buyer") (collectively the "Parties").

WITNESSETH

WHEREAS, Seller is the permittee of FM Broadcast Station KSIL (FM), channel 264C, Wallace, ID ("Station"), pursuant to a construction permit (file number BPH-960916MD) ("CP") issued by the Federal Communications Commission ("FCC") and extended through August 16, 2000 (pursuant to BMPH-980501JC); and

WHEREAS, Seller has filed a Petition for Rulemaking to change the city of license of the Station (MM Docket No. 98-159) ("Rulemaking"), which is currently pending before the FCC; and

WHEREAS, Seller desires to sell and Buyer seeks to buy Seller's CP, any related assets of the unbuilt Station, and any other FCC authorizations for the unbuilt Station, for such consideration and on such terms hereinafter set forth.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, Seller and Buyer agree as follows:

1. Assets. Seller shall assign and deliver to Buyer at Closing and Buyer will purchase at Closing the following assets, free and clear of any claims, liabilities, mortgages, liens, pledges, conditions, charges, or encumbrances of any nature whatsoever: (a) the Station's CP, as extended, and all of Seller's rights in the CP; (b) all of Seller's intellectual property relating to the CP and/or the Station, including without limitation any technical information, data, maps, FCC applications, diagrams, blueprints, schematics, together with any transmitter site leases or options relating to the Station; and (c) all documents relating to the Station or the CP that have been filed with the FCC and/or required by the FCC to be maintained in the Station's public file (excluding Seller's financial and corporate records) ("Assets").

2. Purchase Price and Escrow. Subject to Sections 3 and 4, infra, Buyer shall pay to Seller at the Closing the total sum of \$100,000 (One Hundred Thousand Dollars) in consideration of Seller's sale and delivery of the Assets to Buyer. Upon execution of this Agreement by the Parties, Buyer shall deposit the sum of \$5,000 (Five Thousand Dollars) to be held by Taylor Thiemann & Aitken, LC in an interest bearing account as an Escrow Deposit.

3. FCC Consent to Assignment of CP.

(a) The assignment of the CP and any other Station authorizations to Buyer, as contemplated by this Agreement, shall be subject to the prior written consent and approval by the FCC of the Parties' Form 314 assignment application.

(b) Within five (5) business days after the Parties' execution of this Agreement, Seller and Buyer jointly shall file with the FCC a Form 314 application for consent to the Assignment of the CP. The Parties shall prosecute such Form 314 application with all reasonable diligence and otherwise use their best efforts to obtain FCC consents as expeditiously as practicable. The FCC consent shall be granted without any materially adverse conditions affecting Seller or Buyer and shall become a "final" order, meaning that the order is not subject to administrative or judicial review, reconsideration, appeal or stay and that the time for filing any request for such relief (or for the FCC to initiate such action on its own motion) has expired. The Buyer may waive "finality" in its sole discretion, provided that no objection to the Form 314 application was filed by any third party in any forum.

4. Closing/Conditions Precedent. The Closing shall take place on a mutually agreeable date (and at a mutually agreeable place) within seven (7) business days following the latter of: (a) the date on which the FCC consent to the Form 314 application becomes "final" (unless "finality" is waived by the Buyer), and (b) the date on which the FCC unconditionally grants Seller's pending Rulemaking; provided also that the representations and warranties of each Party shall be true and correct in all material respects as of the Closing and no action or proceeding shall be pending before any court, administrative body or governmental agency which could enjoin, restrain, prohibit or substantially damage either this Agreement or the complete consummation of the transaction contemplated thereby. At Closing, Seller shall deliver to Buyer an Assignment of FCC Authorizations, a Bill of Sale and such other documents as are necessary to fully effectuate this Agreement. At Closing, Buyer shall deliver to Seller the sum of \$95,000 (Ninety-five Thousand Dollars) cash, by cashier's check or wire transfer, and cause the \$5,000 Escrow Deposit (and any interest earned thereon) to be delivered by check to the Seller. (Should this Agreement be terminated prior to Closing due to no fault of or breach by the Buyer, then the Escrow Deposit (and any interest earned thereon) shall be returned to the Buyer within seven (7) business days.)

5. Fees and Expenses. Seller and Buyer shall equally share in paying any FCC filing fees and any applicable sales or use taxes. Each party shall be responsible for its own legal and other expenses incurred in connection with the preparation, execution and performance of this Agreement and in obtaining the FCC consents. Seller and Buyer each represent and warrant to the other that each

will defend, hold harmless and indemnify th eother against any claim arising through the other party for any finder's or broker's fee or commission in connection with the transactions contemplated by this Agreement.

6. Representations and Warranties.

(a) Seller and Buyer each represents and warrants to the other that the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions on the part of each; that this Agreement constitutes the legal, valid and binding obligation of each of them and is enforceable by each in accordance with its terms; that this Agreement, to the best knowledge of each, upon due inquiry, does not conflict with, result in a breach of, or constitute a default under any applicable law, judgment, order, ordinance, decree, rule, regulation or ruling of any tribunal, court or governmental unit; and that, pending Closing, neither Seller nor Buyer shall take any action that might impair its ability to secure FCC consent to the Form 314 application, the Form 307 application or the Rulemaking.

(b) Buyer represents and warrants that it is qualified to become the successor permittee of the Station.

7. Survival. The representations and warranties herein shall be true and correct on this date and as of the Closing but, other than as set out in Section 5, supra, shall not survive the Closing.

8. Termination. This Agreement may be terminated at any time prior to Closing:

(a) by the written mutual consent of the Parties; or

(b) by written notification from either the Seller or the Buyer to the other if the Rulemaking is denied or if the Closing is not consummated before June 16, 2000; or

(c) by the Seller or the Buyer if there has been a material misrepresentation or breach of warranty by the other, which has not been cured within 20 business days after written notice thereof from the complaining party, provided that the complaining party is not in default under this Agreement.

9. Remedies Upon Default. In the event of an uncured breach or default by Seller of this Agreement, the Parties recognize that the CP is a unique asset not readily available on the open market and that the value of the CP is not readily determinable; accordingly, because monetary damages may not be an adequate remedy, Buyer shall be entitled to seek specific performance of this Agreement and, provided that it is not in default under this Agreement, shall be entitled to such a decree and also for reimbursement of its reasonable and prudent attorneys fees and

expenses. In the event of an uncured breach or default by Buyer of this Agreement, Seller shall be entitled to the entire Escrow Deposit as liquidated damages. (In any suit hereunder, each of the Parties waives any right to a jury trial.)

10. Notices. All consents, demands, notices, instructions, requests and waivers required or permitted under this Agreement shall be (a) in writing (b) delivered personally or (c) delivered by overnight courier service (with receipt confirmation) and shall be effective on the date of delivery, addressed as follows:

If to SELLER:

ALPINE BROADCASTING, L.P.
c/o Scott D. Parker, General Partner
Box 2158
Ketchum, ID 83340

with a required copy to:

Ted Kramer, Esq.
Haley, Bader & Potts
4350 N. Fairfax #900
Arlington, VA 22203-1633

If to BUYER:

BATTANI COMMUNICATION, INC.
c/o James B. Paulson, Secy/Treas.
989 Colorado Ave.
Whitefish, MT 59937

with a required copy to:

Robert Lewis Thompson, Esq.
Taylor Thiemann & Aitken, LC
908 King Street, Suite 300
Alexandria, VA 22314

11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Seller and Buyer and their respective successors and assigns, it being understood that any assignment hereunder shall not relieve the assigning party of its own obligations hereunder.

12. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the state of Montana and any action to enforce any provision hereof shall be brought in Flathead County, MT.

FEB-18-1999 14:01 FROM TAYLOR THIERKIN & AITKEN TO

8412345 P.06

13. Entire Agreement and Waiver. This Agreement constitutes the entire agreement between the Seller and Buyer and supercedes any prior agreement, understanding or undertaking between them. Any provision hereof shall be waived only in a writing signed by the party (parties) affected thereby.

14. Counterparts. This Agreement may be executed in identical counterparts with the same effect as if executed on the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

SELLER:

ALPINE BROADCASTING, L.P.

By: 

Scott D. Parker,
General Partner

BUYER:

BATTANI COMMUNICATION, INC.

By: _____

James B. Paulson

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SELLER:

ALPINE BROADCASTING, L.P.

By: _____
Scott D. Parker,
General Partner

BUYER:

BATTANI COMMUNICATION, INC.

By: _____
James B. Paulson
Secy/Treas.

CONSIDERATION FOR
UNBUILT CONSTRUCTION PERMIT

Pursuant to the Report and Order in the matter of *1998 Bicentennial Regulatory Review - Streamlining of Mass Media Applications, Rules and Processes* (MM Docket No. 98-42), released November 25, 1998, the Commission no longer imposes a "no profit" rule on the sale of unbuilt construction permits for commercial stations. Therefore, no showing regarding the assignor's legitimate and prudent out-of-pocket expenditures is required.

The assignor will retain no interest in the station following consummation of the assignment.

ASSIGNOR'S OTHER BROADCAST INTERESTS

Neither the assignor nor any party to the assignor has had any interest in or connection with any dismissed and/or denied application; or any FCC license which has been revoked.

Assignor is the licensee of the following stations:

KECH(FM), Sun Valley, ID
KSKI(FM), Sun Valley, ID
KEZQ(FM), W. Yellowstone, MT (Ch. 243A licensed, Ch 225C CP, File No. BPH-980908IB)
KWYS(AM), W. Yellowstone, MT
KZJH(FM), Jackson, WY
KHYF(FM), Taos, NM
K296FG, Jackson, WY
K265DA, Teton Village, WY
K276DW, Ketchum, ID

Assignor has the following application pending:

KWYS(FM), Island Park, ID, license application (File No. BLH-981029KA)

KKIT(FM), Angel Fire, NM , application for assignment of license (BALH-981202HA) from Scott Parker to Alpine Broadcasting Limited Partnership (granted but not yet consummated).

K264AE, Taos, NM, application for assignment of license (BALFT-981202HB) from Scott Parker to Alpine Broadcasting Limited Partnership (granted but not yet consummated).

Sun Valley, ID (File No. BPH-950120MC)

Scott Parker, the sole general partner of Assignor, is the licensee of the following:

Scott Parker has the following applications pending.

Belgrade, MT (File No. BPH-970728MJ)

Driggs, MT (File No. BPH-970805MC)

Alpine Broadcasting Limited Partnership

FCC Form 314

Exhibit 3

KKIT(FM), Angel Fire, NM, application for assignment of license (BALH-980909EA) from Moreno Valley Broadcasting to Scott Parker (granted but not yet consummated).

K264AE, Taos, NM, application for assignment of license (BALFT-980911TY) from Moreno Valley Broadcasting to Scott Parker (granted but not yet consummated).

Battani Communication, Inc.
Form 314 Application
February 22, 1999

Exhibit A-1

In response to Question 11(a) of Form 314, the Assignee states that Cassie Bee is the sister of Benny Bee, Jr.

Battani Communication, Inc.
Form 314 Application
February 22, 1999

Exhibit A-2

In response to Section IV of Form 314, the Assignee proposes to broadcast such informational programming as is deemed necessary to address the ascertained needs and interests of the FM station's service area.

1199-103-61

READ INSTRUCTIONS CAREFULLY
BEFORE PROCEEDING

(1) LOCKBOX # 358350

FEDERAL COMMUNICATIONS COMMISSION
REMITTANCE ADVICE

APPROVED BY OMB 3060-0589

PAGE NO. 1 OF 1

SPECIAL USE

FCC USE ONLY

SECTION A - PAYER INFORMATION

(2) PAYER NAME (if paying by credit card, enter name exactly as it appears on your card)

R.L. Thompson

(3) TOTAL AMOUNT PAID (dollars and cents)

\$ 725.00

(4) STREET ADDRESS LINE NO. 1

Taylor Thiemann & Aitken, LC

(5) STREET ADDRESS LINE NO. 2

908 King St. #300

(6) CITY

Alexandria

(7) STATE

VA

(8) ZIP CODE

22314

(9) DAYTIME TELEPHONE NUMBER (include area code)

(703) 836-9400

(10) COUNTRY CODE (if not in U.S.A.)

IF PAYER NAME AND THE APPLICANT NAME ARE DIFFERENT, COMPLETE SECTION B
IF MORE THAN ONE APPLICANT, USE CONTINUATION SHEETS (FORM 159-C)

SECTION B - APPLICANT INFORMATION

(11) APPLICANT NAME (if paying by credit card, enter name exactly as it appears on your card)

Battani Communication, Inc.

(12) STREET ADDRESS LINE NO. 1

2533 N. Carson St.

(13) STREET ADDRESS LINE NO. 2

(14) CITY

Carson City

(15) STATE

NV

(16) ZIP CODE

89706

(17) DAYTIME TELEPHONE NUMBER (include area code)

(18) COUNTRY CODE (if not in U.S.A.)

COMPLETE SECTION C FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEETS (FORM 159-C)

SECTION C - PAYMENT INFORMATION

(18A) FCC CALL SIGN/OTHER ID

KSIL (FM)

(20A) PAYMENT TYPE CODE (PTC)

M P R

(21A) QUANTITY

1

(22A) FEE DUE FOR (PTC) IN BLOCK 20A

\$ 725

FCC USE ONLY

(23A) FCC CODE 1

(24A) FCC CODE 2

(18B) FCC CALL SIGN/OTHER ID

(20B) PAYMENT TYPE CODE (PTC)

(21B) QUANTITY

(22B) FEE DUE FOR (PTC) IN BLOCK 20B

FCC USE ONLY

(23B) FCC CODE 1

(24B) FCC CODE 2

(18C) FCC CALL SIGN/OTHER ID

(20C) PAYMENT TYPE CODE (PTC)

(21C) QUANTITY

(22C) FEE DUE FOR (PTC) IN BLOCK 20C

FCC USE ONLY

(23C) FCC CODE 1

(24C) FCC CODE 2

(18D) FCC CALL SIGN/OTHER ID

(20D) PAYMENT TYPE CODE (PTC)

(21D) QUANTITY

(22D) FEE DUE FOR (PTC) IN BLOCK 20D

FCC USE ONLY

(23D) FCC CODE 1

(24D) FCC CODE 2

SECTION D - TAXPAYER INFORMATION (REQUIRED)

(25)

PAYER TIN

0457749184

(26) COMPLETE THIS BLOCK ONLY IF APPLICANT NAME IN B-11 IS DIFFERENT FROM PAYER NAME IN A-2

APPLICANT TIN

0

SECTION E - CERTIFICATION

(27) CERTIFICATION STATEMENT

I, J. Paulson

(PRINT NAME)

Certify under penalty of perjury that the foregoing and supporting information are true and correct to the best of my knowledge, information and belief.

SIGNATURE

SECTION F - CREDIT CARD PAYMENT INFORMATION

(28)

MASTERCARD/VISA ACCOUNT NUMBER

MASTERCARD

4427110002267296

EXPIRATION DATE:

1000

MONTH YEAR

VISA

I hereby authorize the FCC to charge my VISA or MASTERCARD for the service(s)/authorizations(s) herein described.

AUTHORIZED SIGNATURE

DATE

R. Thompson

CERTIFICATE OF SERVICE

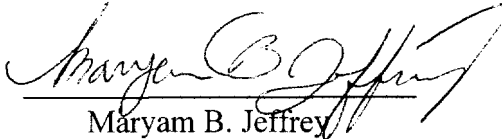
I, Maryam B. Jeffrey, hereby certify that on July 12, 2000, a copy of the foregoing "Response to Supplemental Notice" was sent by First Class mail, postage prepaid, to the following:

J. Bertron Withers, Jr., Esq.*
Allocations Branch
Policy and Rules Division
Mass Media Bureau
Federal Communications Commission
445 12th Street, S.W., **Room 3-A264**
Washington, DC 20554

Robert Lewis Thompson, Esq.
Taylor Thiemann & Aitken, L.C.
908 King Street
Suite 300
Alexandria, VA 22314

Counsel for Bee Broadcasting, Inc. and Battani Communication, Inc.

*By hand Delivery


Maryam B. Jeffrey